

# AGENDA

## Warrenton Urban Renewal Agency

December 13, 2016 – 6:00 p.m.

Warrenton City Hall – Commission Chambers  
225 S. Main Ave.  
Warrenton, Or 97146

1. CALL TO ORDER
2. ROLL CALL
3. CONSENT CALENDAR
  - A. Urban Renewal Agency Minutes – 7.26.16
  - B. Urban Renewal Advisory Board Minutes – 6.1.16
  - C. Urban Renewal Advisory Board Minutes – 9.7.16
4. BUSINESS
  - A. Urban Renewal Advisory Board Applications/Appointments
  - B. Consideration of Change Orders for F-Dock Replacement
  - C. Consideration of Warrenton Marina Improvement Project Management Contract
5. ADJOURN

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3-A

MINUTES  
Warrenton Urban Renewal Agency

July 26, 2016

Warrenton City Hall - Commission Chambers  
225 S. Main  
Warrenton, Or 97146

Chair Mark Kujala convened the Urban Renewal Agency meeting at 6:52 p.m.

Commissioners Present: Chair Mark Kujala, Tom Dyer, Henry Balensifer,

Agency Staff Present: Secretary Linda Engbretson, Legal Counsel Harold Snow, Finance Officer April Clark, Police Chief Mathew Workman, Public Works Director Jim Dunn, Fire Chief Tim Demers, Community Development Director Skip Urling, Wastewater Superintendent Kyle Sharpsteen, Public Works Foreman Craig Walter, City Engineer Collin Stelzig and Administrative Assistant Dawne Shaw

CONSENT CALENDAR

A. URA Board Minutes – 7.12.16

**Commissioner Dyer moved to approve the Consent Calendar as presented. Motion was seconded and passed unanimously.**

**Dyer – aye; Balensifer – aye; Kujala – aye**

Finance Officer April Clark presented the request for acceptance of the proposal for bond financing for \$2,200,000. An RFP was sent out to 9 banks and Columbia bank had the best rate/terms – 1.86% interest over a 12 year term. She also noted Resolution No. 16-03 to supplement the Master Bond Resolution.

**Commissioner Balensifer moved to accept Columbia Bank's proposal for Tax Increment Financing based on term sheet submitted. Motion was seconded and passed unanimously.**

**Dyer – aye; Balensifer – aye; Kujala – aye**

**Commissioner Balensifer moved to adopt Resolution No. 16-03, "Supplementing Master Bond Resolution No. 12-3 Providing for the Issuance of Urban Renewal Bonds from the Tax Increment Revenues of the Warrenton Urban Renewal Area". Motion was seconded**

**and passed unanimously.**

**Dyer – aye; Balensifer – aye; Kujala – aye**

There being no further business Chair Kujala adjourned the URA meeting at 6:56 p.m.

APPROVED:

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Mark Kujala, Chair

ATTEST:

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Dawne Shaw, Administrative Assistant

3-B

## MINUTES

Warrenton Urban Renewal Advisory Board  
June 1, 2016  
3:30 p.m.  
Warrenton City Hall – Commissioners Room  
225 S. Main  
Warrenton, OR 97146

**Chair Wegner called the meeting to order at 3:30 p.m.**

Roll call followed:

URA Advisory Board Members Present: Tess Chedsey, Dennis Faletti, Gerald Poe, Bob Bridgens, Dan Jackson, Frida Fraunfelder, Ed Wegner

Staff Present: Urban Renewal Agency Executive Director Kurt Fritsch, Harbor Master Keith Pinkstaff, Public Works Director Jim Dunn, Community Development Director Skip Urling, Finance Director April Clark and Admin. Asst. Dawne Shaw

## CONSENT CALENDAR

A. Advisory Board Meeting Minutes – March 2, 2016

**Bob Bridgens motioned to approve minutes from 03/02/16. The motion was seconded and approved with all in favor. Frida Fraunfelder and Ed Wegner abstained from voting as they were not in attendance at the last meeting.**

**Chedsey – aye; Faletti – aye; Poe – aye; Bridgens – aye; Jackson – aye;  
Wegner – abstained; Fraunfelder – abstained**

## BUSINESS

Urban Renewal Agency Executive Director Kurt Fritsch introduced the new Public Works Director, Jim Dunn and discussed his background and the upcoming direction of department.

A. Election of new Chair

**Frida Fraunfelder motioned to have Ed Wegner continue as Chair. The motion was seconded and approved with all in favor.**

**Chedsey – aye; Faletti – aye; Poe – aye; Bridgens – aye; Jackson – aye; Wegner – aye;  
Fraunfelder – aye**



B. SW Main Court property sale/appraisal

Urban Renewal Agency Executive Director Kurt Fritsch noted the SW Main Court property was appraised at \$300,000; 40% is considered wetland, which reduced the appraised amount. The plan is to sell the property and the money will be paid back to the URA with any overages to the Quincy Robinson trust. The discussion continued on the possibilities of it being rezoned from commercial to high density residential in hopes of having multi-family units being built on it. Community Development Director Skip Urling added that there are some local builders interested in property. Discussion continued on the wetland area and how to work around it.

C. Proposed URA Projects

Urban Renewal Agency Executive Director Kurt Fritsch reviewed the project list and noted that the top 3-4 were the focus for this year. He also discussed the resurfacing of the basketball/tennis courts. The cost to resurface is estimated at \$40,000. The discussion continued on covering the courts so they could be used year round, making it multi use for basketball, pickle ball, tennis and any future needs. Covering the courts would be costly but very beneficial. Using the money from the property sale for the covered courts is an option. The discussion continued on the soccer fields and baseball fields with the possibility of partnering with the soccer association as they have the ability to take care of their fields.

Also discussed was the landscaping around the bulb outs. Community Development Director Skip Urling and Public Works Craig Walter have been working with ODOT; they have ordered locates to determine what utilities are beneath the pavement around the bulb outs, then we can create a planting medium. Another option would be building planters, but they are maintenance intensive.

The discussion moved to the Façade Grant and Urban Renewal Agency Executive Director Kurt Fritsch noted that we have not received any applications yet. He stated that if someone has already received grant money, they are not eligible for additional funds for 5 years. He also stated that we should consider making a policy that if a business receives grant money we expect them to stay in business or perhaps ask for a reimbursement. The discussion moved to the possibility of starting a residential grant improvement program based on income &/or for the elderly. There were questions as to whether Urban Renewal money can be used for demolition and cleanup of derelict homes and structures. Mr. Fritsch noted that we can discuss it at the next meeting.

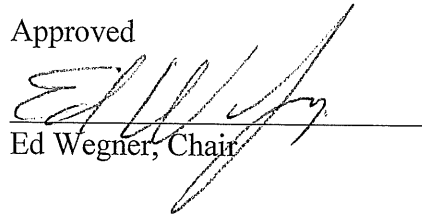
D. Other business – Harbor Master Keith Pinkstaff stated that the Marina project went out to bid last week; there is a pre -bid meeting June 16<sup>th</sup> and the bid opening will be June 23. As of today there are 8 prime bidders. Everything is moving forward. He noted that this was his last meeting as he is retiring and he thanked the advisory board for the last 11 years and all they have accomplished.

Urban Renewal Agency Executive Director Kurt Fritsch thanked everyone for their time and participation on the Board.

**There being no further business, Chair Wegner adjourned the meeting at 4:25 p.m.**

Next regular meeting is scheduled for September 7, 2016, at 3:30 p.m.

Approved

A handwritten signature in dark ink, appearing to read 'Ed Wegner', is written over a horizontal line.

Ed Wegner, Chair

Attest

A handwritten signature in dark ink, appearing to read 'D Shaw', is written over a horizontal line.

Dawne Shaw, Administrative Assistant

3-C

## MINUTES

Warrenton Urban Renewal Advisory Board  
September 7, 2016  
3:30 p.m.  
Warrenton City Hall – Commissioners Room  
225 S. Main  
Warrenton, OR 97146

**Chair Wegner called the meeting to order at 3:30 p.m.**

Roll call followed:

URA Advisory Board Members Present: Tess Chedsey, Gerald Poe, Bob Bridgens, Dan Jackson, Frida Fraunfelder, Ed Wegner  
Absent: Dennis Faletti

Staff Present: Urban Renewal Agency Executive Director Pro tem Linda Engbretson, Harbor Master Jane Sweet, Public Works Director Jim Dunn, Community Development Director Skip Urling, Finance Director April Clark and Admin. Asst. Dawne Shaw

## CONSENT CALENDAR

A. Advisory Board Meeting Minutes – June 1, 2016

**Bob Bridgens made the motion to approve minutes from 06/01/16. The motion was seconded and approved with all in favor.**

**Chedsey – aye; Poe – aye; Bridgens – aye; Jackson – aye; Wegner – aye; Fraunfelder - aye**

## BUSINESS

Urban Renewal Agency Executive Director Pro tem Linda Engbretson Linda gave an update on the 2 Façade Grant applications we have received. The first is a resubmittal from Mr. Bergerson, as the work previously approved in 2015 was not completed. The amount authorized in 2015 was \$4125.00. He has received grant funds in the amount of \$1541.00 for electrical work and the recommendation is to authorize payment of \$2584.00, for the work that did not get completed in 2015. The Board agreed that this would be a continuation of last year's approval. The subcommittee approved the application.

**Gerald Poe made the motion to approve \$2584.00. The motion was seconded and approved with all in favor.**

**Chedsey – aye; Poe – aye; Bridgens – aye; Jackson – aye; Wegner – aye; Fraunfelder - aye**

The second grant application received was from William and Jan Nerenberg. Discussion continued on the scope of work that was completed. The Board recommended approval and

the Subcommittee agreed to approve grant funds in the amount of \$4888.00.

**Gerald Poe made the motion to approve \$4888.00. The motion was seconded and approved with all in favor.**

**Chedsey – aye; Poe – aye; Bridgens – aye; Jackson – aye; Wegner – aye; Fraunfelder - aye**

Urban Renewal Agency Executive Director Pro tem Linda Engbretson gave an update on the Marina and stated that Mr. Bergeson was awarded the contract. A total of 5 bids were received and the bid was awarded on July 12<sup>th</sup>. The work is being done on the commercial dock (F dock) which will include electrical updates. Harbor Master Jane Sweet noted that all of the boats have to be moved for the dock work. Some are moving to the inner basin and some are moving temporarily to Hammond. The commercial boat owners are very eager to help and excited about the work being done. The project is expected to be completed by mid-May but it could be completed a few months sooner. She also noted that they received very nice compliments on the new facility and restrooms during the Buoy 10 season.

The discussion moved to the downtown improvements and Urban Renewal Agency Executive Director Pro tem Linda Engbretson noted that Community Development Director Skip Urling has been working on bulb outs and has a meeting scheduled with 7 Dees to discuss the design concept for landscaping each of the bulb outs. The discussion continued on the possibilities and it was noted that the corner of Main and Hwy 104 will also be discussed in the meeting, as well as the 4 way stop at Main and Harbor.

Urban Renewal Agency Executive Director Pro tem Linda Engbretson stated that she is on the process of writing an RFP for hiring a realtor for marketing the SW Main Court property. The discussion continued on the possible uses for the property and the possibility of it becoming low income property. Ms. Engbretson gave an update on the Parks projects and noted that she will set up a meeting to talk about the soccer fields and baseball fields. Public Works Director Jim Dunn stated that covering the courts has been problematic as it is very costly. He has looked around at options and it may be possible to do it in phases. He proceeded to give an update on the progress of fixing the tennis courts and also the upcoming street projects and storm water pump projects.

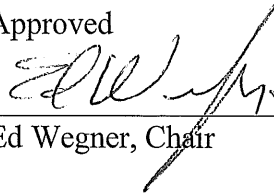
Other Business – Urban Renewal Agency Executive Director Pro tem Linda Engbretson discussed the Community Library and the possibility of it moving downtown. The discussion continued on building options and whether Urban Renewal funds could be used to purchase a building. The Board is in consensus of supporting using URA funds for the Community Library building.

There was a brief discussion on URA Board member terms, noting that positions 1, 2 & 3 have term endings of 12/31/16.

**There being no further business, Chair Wegner adjourned the meeting at 4:35 p.m.**

Next regular meeting is scheduled for December 7, 2016, at 3:30 p.m.

Approved

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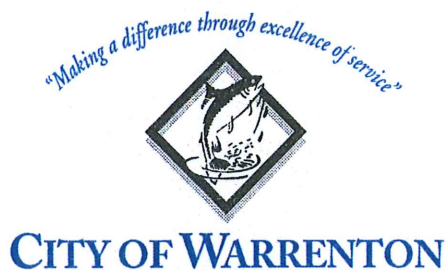
Ed Wegner, Chair

Attest

A handwritten signature in cursive script, appearing to read 'Dawne Shaw', written over a horizontal line.

Dawne Shaw, Administrative Assistant

4-A



## AGENDA MEMORANDUM

TO: The Warrenton Urban Renewal Agency

FROM: Dawne Shaw, Administrative Assistant

DATE: December 13, 2016

SUBJ: Urban Renewal Advisory Board Applications/Appointments

### SUMMARY

There are 3 positions with terms ending on December 31, 2016; Position 1 – Bob Bridgens, Position 2 – Gerald Poe and Position 3 – Frida Fraunfelder. All have reapplied for reappointment.

All reappointments are for a 2 yr. term. There are no term limits in the URA Advisory by-laws. Eligibility requirements include either being a resident or property owner in Warrenton.

### RECOMMENDATION/SUGGESTED MOTION

I move to appoint Bob Bridgens to Position No. 1, Gerald Poe to Position No. 2, and Frida Fraunfelder to Position No. 3 on the Warrenton Urban Renewal Advisory Board.

**ALTERNATIVE**

Other action as deemed appropriate by the City Commission

**FISCAL IMPACT**

N/A

Approved by Urban Renewal Agency Director:

A handwritten signature in blue ink, reading "Linda Engbretson", is written over a horizontal line. The signature is enclosed within a black rectangular box.

URBAN RENEWAL  
ADVISORY BOARD ROSTER

**Position 1**

Bob Bridgens  
1255 SW 9<sup>th</sup>  
Warrenton, OR 97146  
Term Ending: **12/31/2016**

503/ 861-2428(h)  
503/ 738-5466 (w)  
503/ 440-4997 ©  
[bobb@bayviewtransit.com](mailto:bobb@bayviewtransit.com)

**Position 2**

Gerald Poe  
P.O. Box 287  
959 Fifth Ave.  
Hammond, OR 97121  
Term Ending: **12/31/2016**

503/861-3798 (H)  
503/338-8742 ©  
[gpoel1@ICloud.com](mailto:gpoel1@ICloud.com)

**Position 3**

Frida Fraunfelder  
P.O. Box 247  
180 SW Juniper  
Warrenton, OR 97146  
Term Ending: **12/31/2016**

503/ 861-7663 (h)  
[fridaf@q.com](mailto:fridaf@q.com)

**Position 4**

Tess Chedsey  
27 NW 17<sup>th</sup> Place  
Warrenton, OR 97146  
Term Ending: **12/31/17**

503/861-4375 (h)  
[tesschedsey@gmail.com](mailto:tesschedsey@gmail.com)

**Position 5**

Ed Wegner, *Chair*  
284 Eighth Ave  
Hammond, OR 97121  
Term Ending: **12/31/17**

503-887-6309  
[Fishinghusker@gmail.com](mailto:Fishinghusker@gmail.com)

**Position 6**

Dennis Faletti  
P.O. Box 188  
Warrenton, OR 97146  
Term Ending: **12/31/2017**

Not provided

**Position 7**

Dan Jackson  
P.O. Box 55  
Warrenton, OR 97146  
Term Ending: **12/31/2017**

503-440-7288 ©  
503-861-2588 (w)  
[dwjackson72@gmail.com](mailto:dwjackson72@gmail.com)



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## CITY OF WARRENTON

### Application for Committee Appointment

To: Warrenton City Commission and Warrenton City Manager

I, BOB BRIDGENS, hereby apply for appointment to serve on the following:

- ☐ Budget Committee
- ☐ Community Center Board
- ☐ Parks Advisory Committee
- ☐ Planning Commission
- ☐ Warrenton Business Association
- ☐ Warrenton Community Library Board
- ☒ Warrenton Urban Renewal Advisory Board

What is your interest in applying for this position?

I HAVE BEEN ON THE BOARD FOR A NUMBER  
OF YEARS, AND WOULD LIKE TO SEE THE PROJECTS  
KEEP MOVING.

What experience or qualifications do you have for this position?

I HAVE BEEN ON THIS BOARD FOR ABOUT  
SIX YEARS NOW.  
I WANT TO MAKE SOME GOOD CHANGES IN THE  
CITY OF WARRENTON.

How much time could you give to serving on this committee?

Weekly ☐ Monthly ☒ Quarterly ☒

BOB BRIDGENS

10-25-16

Full Name (please print)

Date

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## CITY OF WARRENTON

### Application for Committee Appointment

To: **Warrenton City Commission and Warrenton City Manager**

I, Frida L. Fraunfelder, hereby apply for appointment to serve on the following:

- ☐ Budget Committee
- ☐ Community Center Board
- ☐ Parks Advisory Committee
- ☐ Planning Commission
- ☐ Warrenton Business Association
- ☐ Warrenton Community Library Board
- ☒ Warrenton Urban Renewal Advisory Board

What is your interest in applying for this position?

I have served on this board since its inception, as I like to know what happens in my town.

What experience or qualifications do you have for this position?

see above.

How much time could you give to serving on this committee?

Weekly ☐ Monthly ☐ Quarterly ☐ as needed

Frida L. Fraunfelder 10-30-16  
Full Name (please print) Date

Rec'd 11/28/16

"Making a difference through excellence of service"



## CITY OF WARRENTON

### Application for Committee Appointment

To: Warrenton City Commission and Warrenton City Manager

I, GERALD B. POE, hereby apply for appointment to serve on the following:

- ☐ Budget Committee
- ☐ Community Center Board
- ☐ Parks Advisory Committee
- ☐ Planning Commission
- ☐ Warrenton Business Association
- ☐ Warrenton Community Library Board
- ☒ Warrenton Urban Renewal Advisory Board

What is your interest in applying for this position?

Currently Serving on this Board

What experience or qualifications do you have for this position?

I feel that my current contributions to this Board have been positive. And my familiarity with this Board make me a good candidate

How much time could you give to serving on this committee?

Weekly ☐ Monthly ☐ Quarterly ☒

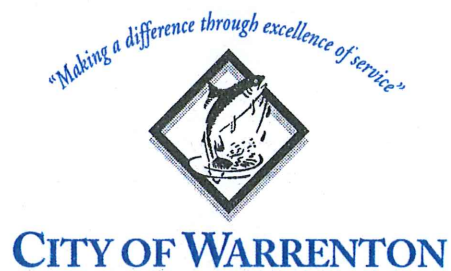
GERALD B. POE

11-28-16

Full Name (please print)

Date

4-B



# AGENDA MEMORANDUM

TO: The Warrenton Urban Renewal Agency

FROM: Jane Sweet Interim/Assistant Harbormaster

DATE: December 13, 2016

SUBJ: Consideration of Change orders for F-Dock Replacement

SUMMARY: Project Manager Jon Forrester requests change orders for the Warrenton Marina Project as presented.

## RECOMMENDATION/SUGGESTED MOTION

"I move to accept Change orders 1 – 7 and project costs for Pier evaluation, gangway landings and additional security cameras.

## ALTERNATIVE

None Recommended

## FISCAL IMPACT

Approved by Urban Renewal Agency Director:

Zinda Cyberton

All supporting documentation, i.e., maps, exhibits, etc., must be attached to this memorandum.



4253-A Highway 101 N • seaside, oregon 97138  
503.738-3425 • fax 503.738-7455  
www.otak.com

**From:** Otak, Inc. **DRAFT**  
**To:** Jane Sweet, Harbormaster  
**Date:** December 1, 2016  
**Purpose:** Narrative to submit recent change orders and additional work to Urban Renewal Board for the Warrenton Marina Improvements Project.

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The following change orders for the project come as a result of regular, scheduled construction meetings, held bi-monthly, on Tuesdays, at 10 AM. Also, at the end of the change order discussion, 2 additional items, part of the Marina project, are discussed. These meetings, where the project is discussed, are held at the Marina offices, and officials from the City and Urban Renewal are always welcome to sit in.

#### Change Order #1

This change order allowed contractor to install larger pilings – that met the specified strength requirement. The contractor had these piles, and, as long as they met contract requirements, they could be used to save money for the Marina. This was a deductive change order, which reduced the contract amount by \$25,624.10./JGF

#### Change Order #2

While moving the boats off of the “F” Dock, the 65 foot wooden boat (Lilly-Marlene) condition was so far gone, when it got to its temporary location inside the boat basin, it sank. Because it is a part of this project and detrimental in its current condition, it must be removed from the Marina and hauled away. This additional work is estimated to cost approximately \$70K – 80K, (estimated). Since this work is outside of the contract as let, Otak is recommending an additive change Order be issued./JGF

#### Change Order #3

In the process of planning and design for “F” Dock and gangway replacement, we understood that the Marina wished to use Marina forces to repair the header assembly on Pier 2. After the project was let, the Marina wished to have the Contractor, Bergerson Construction, Inc., repair the header assembly instead of the Marina. This additional work is estimated to cost approximately \$7,243.41. Since this repair is outside of the contract as let, Otak is recommending an additive Change Order be issued./JGF

#### Change Order #4

The sonar hydrosurvey for the dredge area has revealed another sunken boat, eastward of the Captain Nelson. This boat is approximately 20-30’ in length. This boat will become dredge debris and is not allowed in the Columbia River shipping change disposal site. The boat must be placed shoreside on the peninsula. The cost for this additional work is \$2,625.00. Since this additional time spent is outside of the contract as let, removal of this boat and placing in on the shore with final removal, constitutes a legitimate change order, Otak is recommending an additive Change Order./JGF

integrated design = smart solutions

## **Change Order #5**

In the process of pile removal and preparing the open space adjacent to Pier and the "F" Dock, two pilings needed to be removed to make room for the McAmis crane and work barges. Since these pilings are of extreme importance to the safety of mariners and Pier 2/ "F" dock, Otak is recommending replacement piles be driven. This is an additive Change Order which will add \$8,579.00. This work was unknown at the time of contract preparation, therefore Otak is recommending a Change Order for re-installation./JGF

## **Change Order #6**

In preparation of plumbing installation, the subcontractor for Bergerson recommended that we up-size one of the freeze protection valves, and add 1 additional valve to protect the potable water line. Since this was a reasonable request, and protected the Marina's interests, we do not object to the additional cost, which is estimated at \$998. This additional amount is an additive Change Order./JGF

## **OTHER PROJECT COSTS**

### **Load Rating for Pier and Bridges**

In examining materials for the header assembly and the work of designing for Marina Construction, the Marina office was not able to give us a load rating for the Pier 2 and the 2 supporting bridges. To be able to put a load rating on the Pier 2 and the 2 bridges, three components are necessary. 1) a topo survey of the pier caps and deck surface, done as part of project observation, 2) rebar grid determination from ground penetrating rebar, (Carlson Testing) and 3) a structural determination (Berger/Abam) of pier bent soundness, deck soundness, and software evaluation. Since this is important for the installation of the header assembly mentioned above in the Change Order discussion and for future work, the Marina and Otak have requested that the Engineering firm Berger/Abam give the Marina a proposal for inspection and preparing a load rating for Pier 2.

The costs are as follows:

1) topo survey of structures	\$8,000 (estimated)
2) rebar grid determination,	\$1,770
3) structure/software evaluation	\$4,500 (estimated-a guess at B/A revised proposal)
Total for load rating components	\$14,270

Otak recommends this cost for current project and future work./JGF

### **Replacement of Gangway Landing Surface on existing docks**

In examining the docks within the boat basin, the Marina Staff has determined that they wish to replace some of the dock surface wood where the new gangways will be placed. As part of the new gangways, a transition plate will be installed as part of the Marina Improvements Project. However, it is the wood plank surface under these transition plates that Staff has examined and wishes to replace. The age and life expectancy of these older docks is unknown. Otak has reviewed the necessary wood products, installation procedures and costs with Staff. The Marina Staff has elected to provide the labor, they only wish to fit the wood products cost within the Marina Improvements Project. The cost of the wood products is \$2,600, (estimated).

Otak has reviewed this and recommends this cost for the current project./JGF

The following Table will provide a recap of actual and potential costs to date:



**TABLE – NARRATIVE COST RECAP**

<b>Urban Renewal/Marina Improvements Project, Budget as of 1/5/2016</b>	<b>=&gt;</b>	<b>\$2,072,250.00</b>
Hold-back for match requirements (taken out of budget) <b>future projects</b>		(\$200,000.00)
Engineering – Plans, Specifications, Project Bidding		(\$100,000.00)
Engineering – Observation, Construction Management		(\$200,000.00)
Bergerson Contract for Construction of Marina Improvements		(\$1,399,999.00)
Change Order #1 – Deductive from Bergerson Contract (pile change)		\$25,624.10
Change Order #2 – Additive to Contract - Lilly-Marlene Removal and Disposal		(\$80,000.00)
Change Order #3 – Additive to Contract – Repairs to Header Assembly, “F”		(\$7,243.41)
Change Order #4 – Additive to Contract – Removal of extra sunken boat		(\$2,625.00)
Change Order #5 – Additive to Contract – Replace two pilings		(\$8,579.00)
Change Order #6 – Additive to Contract – Add extra freeze protection		(\$998.00)
Additional Project Cost – Load Rating for <b>Pier</b> and Bridges		(\$14,270.00)
Additional Project cost – Replacement of Dock Surface Wood, (Materials only)		(\$2,600.00)
<b>Urban Renewal/Marina Improvements Project, Budget Remaining as of 12/1/2016 =&gt;</b>		<b>\$81,559.69</b>

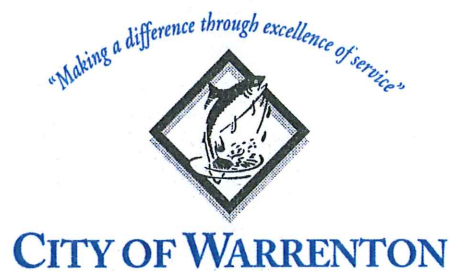
This is only an estimation of actual and potential costs to this date. Otak will continue to manage the project in an efficient and careful manner, but we cannot guarantee final costs. Further, we would hope that if there were additional funds from the project that they be left in the care of the Urban Renewal Committee for use as seed money for future Marina Improvement Projects.

Otak appreciates this opportunity to serve the City of Warrenton/SM/JGF.

cc: Otak Project File



4-C



## AGENDA MEMORANDUM

TO: The Warrenton Urban Renewal Agency  
FROM: Linda Engbretson, Executive Director *LE*  
DATE: December 13, 2016  
SUBJ: Project Management – Warrenton Marina Improvement Contract

### SUMMARY

The attached contract with OTAK provides for contract oversight/management of the Warrenton Marina Improvement Project. The total estimate for engineering services is \$306,200; the project total is \$1,620,000. Tasks 1 – 5, previously approved by the Commission are complete and have been paid. The previous contract did not include Tasks 6 – 8, which includes Construction Observation, Contract Administration, and Preparation of As-Builts. Mr. Forrester informed me that working with staff and the contractor has been extremely positive and the project has gone smoothly.

### RECOMMENDATION/SUGGESTED MOTION

"I move to authorize the mayor's signature on a contract with OTAK, INC., for an amount not to exceed \$150,000 for the Warrenton Marina Improvements Project – Project Management Services."

## **ALTERNATIVE**

None recommended

## **FISCAL IMPACT**

Costs included in the Urban Renewal Agency Budget.

**WARRENTON URBAN RENEWAL AGENCY  
CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

**CONTRACT:**

This Contract, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Warrenton Urban Renewal Agency, a municipal corporation of the State of Oregon, hereinafter called "AGENCY", and Otak, Inc., 4235-A Highway 101 North, Seaside, Oregon, 97138, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

**W I T N E S S E T H**

WHEREAS, the Agency requires services which Engineer is capable of providing, as outlined in the Scope of Work, hereby attached and incorporated within (Attachment A); and

WHEREAS, Contractor is able and prepared to provide such services as Agency does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. **Scope of Services** Engineer shall provide professional services for the Warrenton Marina Improvements Project.
2. **Term of Agreement** This agreement shall be effective as of the date of signing by the Agency and shall terminate upon completion of the project, or sooner as described in Section 8.
3. **Compensation**
  - A. The Agency agrees to pay Engineer for services billed as outlined in Exhibit A, but not-to-exceed \$150,000.
  - B. Engineer shall submit an itemized statement to: City of Warrenton Urban Renewal Agency, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, Engineer may submit invoice via email to [ap@ci.warrenton.or.us](mailto:ap@ci.warrenton.or.us) no later than the 5<sup>th</sup> working day of each month. Costs will be grouped by project and show the time allotted for each project of activity. Agency pays net 21 upon receipt of invoice.
  - C. Agency certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.
4. **Contractor is Independent Contractor**
  - A. Engineer's services shall be provided under the general direction of the Agency Executive Director, but Engineer shall be an independent Contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 3 of this Contract,
  - B. Engineer acknowledges that for all purposes related to this contract, Engineer is and shall be deemed to be an independent Contractor and not an employee of the Agency, shall not be entitled to benefits of any kind to which an employee of the Agency is entitled and shall be solely

responsible for all payments and taxes required by law.

5. **Applicable Law** The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

6. **Indemnification** With regard to Comprehensive General Liability, Engineer agrees to indemnify and hold harmless the City of Warrenton Urban Renewal Agency, its officers, and employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to Agency, Engineer, or others resulting from or arising out of Engineer's negligent acts, errors or omissions in the supply of goods or performance of services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of Engineer and The City of Warrenton Urban Renewal Agency this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the Engineer.

With regard to Professional Liability Engineer agrees to indemnify and hold harmless Agency, its officers and employees from any and all liability, settlements, loss, reasonable defense costs, attorney's fees and expenses arising out of Engineer's negligent acts, errors, or omissions in service provided pursuant to this Agreement; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of Engineer and the Agency, this indemnification and agreement to assume defense costs applies only to the extent of negligence of Engineer.

With respect to Professional Liability, Engineer reserves the right to approve the choice of counsel.

7. **Required Clauses** Personal Service Contracts are encompassed within the state public contracting law. Therefore, the parties incorporate by this reference the clauses required by the following statutes:

**ORS 279B.220 – Conditions concerning payment, contributions, liens, withholding.**

**ORS 279B.230 – Conditions concerning payment for medical care and providing worker's compensation.**

**ORS 279B.235 – Conditions concerning hours of labor.**

8. **Right to Terminate Contract** Contract may be terminated at any time, by either party, without cause, upon 90 days prior written notice.

9. **Use of Engineer's Documents** The drawings, specifications and other documents prepared by Engineer for the Agency are the property of the Agency and, unless otherwise provided, Agency shall retain all common law, statutory, and other reserved rights. Engineer shall be permitted to retain copies, including reproducible copies, of the drawings, specifications, and other documents prepared by Engineer for information reference in connection with the Agency's use and occupancy of the project. All materials prepared by Engineer under this agreement may be subject to Oregon's Public Records Laws. Agency agrees to hold harmless and indemnify Engineer against all damages,

claims, and losses, including defense costs, arising out of any reuse of the plans and specifications without the written authorization of Engineer.

10. **Business License** Prior to commencing work in the City of Warrenton, Engineer shall obtain a city business license.

11. **Standard of Care** The standard of care applicable to Engineer's services will be the degree of skill and diligence normally employed by Engineer's performing the same or similar services at the time Engineer's services are performed. Engineer will reperform any services not meeting this standard without additional compensation.

12. **No Third Party Beneficiaries** This contract gives no rights or benefits to anyone other than the Agency and Engineer and has no third party beneficiaries.

13. **Severability and Survival** If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

14. **Complete Contract** This Contract and its referenced attachments constitute the complete contract between Agency and Engineer and supersedes all prior written or oral discussions or agreements. Engineer services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

City of Warrenton Urban Renewal Agency

CONTRACTOR:

BY: \_\_\_\_\_  
Mark Kujala, Chair                      Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Dawne Shaw, Admin. Assistant      Date





HanmiGlobal Partner

4253-A Highway 101 N • seaside, oregon 97138

503.738-3425 • fax 503.738-7455

www.otak.com

January 6, 2016

City of Warrenton  
Attn: Kurt Fritsch, City Manager  
225 S Main Ave  
Warrenton, Oregon 97146

Re: *Warrenton Marina Improvements Project— Otak Project 67848*

Dear Mr. Fritsch:

We appreciate the opportunity to submit this proposal for professional services for this project. This proposal is based on our December 2015 meetings and the Scope of Work as directed by your Marina Staff and highlighted on the attached preliminary Marina drawing.

It is our understanding that the bids for construction of this project must be received and evaluated by the City and Marina Staff by mid-July 2016, to meet the DSL and ACOE permitted "in-water work window" of November 2016 – February 2017. This schedule element is the key component that controls the engineering design and project construction.

The City has already acquired the DSL and ACOE permitting through the USACOE SLOPES program. No permit work is anticipated, only coordination.

### Scope of Work Narrative

**Task 1 is information - coordination.** This task is for meeting with City and Marina Staff, site visits to examine specific repair points, types of materials used, and have concept meetings with the City to document and distribute approved design and materials. This also includes regular project meetings during planning phases and construction. Information coordination also includes meeting with, sharing drawings, sketches to coordinate the planning with serving utilities.

Further, to accomplish this project, we have identified other engineering disciplines that will be necessary to coordinate with. The City has contracted directly with them. However, throughout the project, as the project manager of the Warrenton Marina Project, Otak will utilize and coordinate these Contractors with the overall project.

integrated design = smart solutions

Task 2 is survey verification. The survey data was gathered previously by others, and separate survey drawings provided to our office. This survey verification accomplishes two purposes. One, it accurately ties the existing assembly of drawings, and two, ties the utility pre-marking of the existing utilities. Our CAD department utilized these various drawings to assemble into the current preliminary drawing, attached. We also propose to meet with City, Marina and other Engineering disciplines to provide design insights and analysis, throughout the design phase of this project.

After verification of correctness of the drawings assembly, we have the existing utilities come out and pre-mark the areas adjacent to and within the improvements area. Our survey department then ties these utility pre-marks for use by our CAD design team. This work potentially avoids serious, expensive accidents, provides accurate base mapping for the serving utilities and provides greater accuracy in cost estimates.

The drawings thus assembled, verified and having pre-marks tied, become the base map for the Marina Improvements Project. This Marina is served by the City of Warrenton Water Department and Pacific Power and Light. These are the two utilities that we are providing specific designs for. Other utilities, such as phone and cable will be designed and installed by others.

Task 3 is Engineering Design, which provides the preliminary and final drawings for the City's use in planning and bidding the project. The preliminary plans are anticipated to be provided at 50% completion, allowing the City and Marina Staff to review and comment. After comments are received, a final set of drawings will be prepared, which will be submitted to the City for review and final approval.

The preliminary and final plans include site planning, electrical, water distribution, dock design, float layouts, gangway locations, and pile locations. The final plans include more detail and correspond to the Contract documents and Technical specifications.

Task 4 is the Contract Documents and Technical Specifications, (CD-TS) along with the Bid schedule and the final engineer's estimate of probable cost. During preparation of the engineering design, preliminary and final, the CD-TS will be prepared and submitted to the City and Marina Staff for review and comment.

In preparation of the bid quantities and final engineer's estimate of probable cost, we anticipate close coordination with City and Marina Staff, as we prepare preliminary bid quantities. This information will then be used to prepare the Bid schedule, which will be found in the contract documents, for the base bid and if any, alternatives.

Task 5 is Bidding Assistance. We are prepared to assist the City by advertising the project, answering Contractor questions, reviewing Requests for Information during the bidding process, opening and assisting the City in the evaluation of the contractors who submit responsive and responsible bids for this project.

Task 6 is Construction Observation and recording of daily events. While the Contractor is required to monitor water quality, bird/animal incidents and provide

record drawings for the project, it is often helpful to have a construction observer to record site conditions and construction events. It is extremely important if the Contractor is proceeding into an area of construction that may need a project revision or change order. Good construction observation can be thought of as vital cost-control.

**Task 7 is Contract Administration.** Throughout the bidding and construction phase of the contract, this task provides review and documentation of Contractor requests for information, review of potential change orders, review of required contract submittals, (note that Marina Staff will also assist in this), and review of pay requests and final payment to the contractor.

**Task 8 is preparation of As-Built.** The Contractor will be required to make record drawings of any modifications during construction or modifications that are approved by the City and Marina Staff. These record drawings when complete, will be provided to our office. The original design team will highlight the modifications on the original construction plans, and submit to City and Marina as the as-built condition for their records.

This also provides the City with accurate information for maintenance and future expansion.

## Schedule

We are prepared to continue work immediately upon receiving your signed approval.

Task Description	Start Date	Completion Date*
Task 1 Information - coordination	Nov. 15, 2015	Jan. 18, 2016
Task 2 Survey verification	Jan 1, 2016	Feb. 15, 2016
Task 3 Engineering	Nov. 15, 2016	May 31, 2016
Task 4 Contract Documents and Technical Specifications	Mar. 31, 2016	June 20, 2016
Task 5 Bidding Assistance	As Authorized	As Authorized
Task 6 Construction Observation	As Authorized	As Authorized
Task 7 Contract Administration	As Authorized	As Authorized
Task 8 Preparation of As-builts	As Authorized	As Authorized

\*Otak will not be liable for delays in the project schedule due to extended or delayed agency or client review that is not within our control. Administrative authority or approval may extend general timelines.

We are prepared to begin work immediately upon receiving signed approval below. In order to meet the above schedule, we will need to receive the signed agreement no later than **January 13, 2016**. It will take approximately **210 days** to complete the engineering and put the project out to bid. The in-water construction is anticipated to occur in the permitted in-water work window, November 2016 – February 2017.



Construction may go beyond this window. Some work, such as dock construction, sub-assemblies, etc, may go on out of the water.

Review comments from you and all reviewing agencies will need to be received **approximately 2 weeks** prior to the final drawings submittal date to keep on schedule.

## Fees – Summary

Task Description	Fee
Task 1 Information - coordination	\$30,000
Task 2 Survey verification	\$5,000
Task 3 Engineering	\$50,000
Task 4 Contract Documents and Technical Specifications	\$30,000
Task 5 Bidding Assistance	As Authorized
Task 6 Construction Observation	As Authorized
Task 7 Contract Administration	As Authorized
Task 8 Preparation of As-builts	As Authorized

There are two factors that may affect the fee schedule.

1. Otak, Inc. (Otak) proposes to begin the above work on a **Time and Material** basis for the amount of **\$100,000**. However, the Scope of the project may require supplements as we get into bidding and construction.
2. This fee schedule also takes into account the fact that the City has hired outside engineering contractors, and thus their engineering fees will tend to lessen the overall engineering and survey costs. We will make appropriate deductions such that the City can be assured of complete project engineering and administration.

By combining the two fee factors we control the total spent on Engineering, Bidding, and Construction Oversight. For this size of project, we estimate the total, overall engineering fees, of both Otak and City contractors to be no more than 18.0% of the construction budget.

All in-house reimbursement costs such as copies, reproduction, facsimiles, etc, will be in addition to the labor fee and will be invoiced at cost plus (10) percent of the monthly labor costs. Copies of direct expense vouchers are not provided with the invoices. Sub-consultants, and any other out-of-house direct costs, will be invoiced at cost plus 10 percent.

## Deliverables

1. Preliminary drawings of Marina Construction
  - a. Site layout for demo and dredging
  - b. Preliminary electrical layout and detail drawings
  - c. Preliminary float layout, pile configuration drawings
  - d. Preliminary water and fire department drawings
  - e. Preliminary gangway drawings
  - f. Preliminary associated details
2. Preliminary budget revisions and final Engineer's estimate of probable costs
3. Final drawings of Marina Construction
  - a. Site layout for demo and dredging
  - b. Final electrical layout and detail drawings
  - c. Final pile configuration and float layout drawings
  - d. Final water and fire department drawings
  - e. Final gangway drawings
  - f. Final associated details
4. Contract Documents and Technical Specifications suitable for bidding the project.

The above documentation will be provided to the City and Marina Staff in four hard copies, 24" x 36" and electronic pdf format. The As-builts will also be provided in four hard copies, 24" x 36" and electronic pdf format.

## Conditions/Assumptions

Our scope of services and fees, as outlined herein, are based on the following assumptions and conditions:

1. Only those items specifically identified in this Scope of Work are included in the fees. If the project is materially changed, or if Client desires other professional services not already included in this Agreement, then additional compensation shall be paid to Otak, which shall be subject to negotiation by both parties. The terms of the Agreement shall apply to such additional services.
2. Construction staking if required, by others.
3. No gas service or connections design.
4. Telephone and or internet connection design will be by others.

5. No dock storage design or dock boxes are to be included in the design.
6. We assume no permitting, done by City.

If this proposal is acceptable, please sign your approval below and return to my attention. Please call me at **503 738-3425** (direct office) or **503 440-0228** (cell) if you have any questions. On behalf of Otak, we look forward to working with you.

Sincerely,

Otak, Inc.

A handwritten signature in black ink, appearing to read "Jon Forrester". The signature is fluid and cursive, with a large initial "J" and "F".

Jon Forrester  
*Project Manager*

enclosure: Sketch, dated 12/11/15 by SLM

